

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 05-16260

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT JUNE 3, 2008 THOMAS K. KAHN CLERK

D. C. Docket No. 04-81186-CV-DTKH & 01-134529-BKC-SH

DOUGLAS K. RABORN,

Debtor,

DOUGLAS K. RABORN,
RICHARD B. RABORN,
ROBIN RABORN,

Plaintiffs-Appellants,

versus

DEBORAH MENOTTE, Trustee,
Trustee in Bankruptcy for Douglas K. Raborn,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Florida

(June 3, 2008)

Before EDMONDSON, Chief Judge, BARKETT and COX, Circuit Judges.

PER CURIAM:

In this case, a Bankruptcy Trustee has tried to include some land in the bankruptcy estate of Douglas K. Raborn. But the land had come to Douglas K. Raborn in a document entitled “Conveyance Deed to Trustee Under Trust Agreement,” and the document purports to convey the land to “Douglas K. Raborn, as Trustee under the Raborn Farm Trust Agreement dated January 25, 1991.” A dispute arose about whether the land could be lawfully included in Raborn’s bankruptcy estate. The Bankruptcy Trustee argued “Yes”; and he prevailed in the District Court.

On appeal, we faced an issue of state law—the meaning of the conveyance—that we considered outcome determinative. Setting out the background in some detail, we certified the state law issue to the Supreme Court of Florida. In re Raborn, 470 F.3d 1319 (11th Cir. 2006).

The Supreme Court of Florida clarified the applicable state law for us. See Raborn v. Manotte, 974 So. 2d 328 (Fla. 2008) (holding that the deed in question conveys the land in trust, not fee simple).

In the light of the Florida opinion, we conclude that the pertinent land cannot be part of the bankruptcy estate. Therefore, we vacate the grant of summary judgment to the Bankruptcy Trustee and remand for further proceedings.

VACATED and REMANDED.